



## Adopt-A-Park

Department of Parks and Recreation  
City and County of Honolulu

### VOLUNTEER AGREEMENT ADOPTION OF DEVELOPED PARK LAND

#### ADOPTER:

\_\_\_\_\_  
Organization Name/Individual

\_\_\_\_\_  
Agreement Number

#### Park Area Subject to this Volunteer Agreement:

\_\_\_\_\_  
Park Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Tax Map Key No.

\_\_\_\_\_  
Park District

Park Area subject to this Agreement shall include only designated parks owned or managed by the City and are assigned out on a first-come, first-serve basis. Include a park map and/or park pictures.

#### Term of Agreement:

Adopt-a-Park is open to community groups, civic groups, churches, businesses, families, and individual citizens for a minimum period of two years.

Two-year minimum term from \_\_\_\_\_ to \_\_\_\_\_

Circle One:      Monthly      Quarterly      Twice a Year      \_\_\_\_\_  
Other

This Agreement shall automatically terminate on the last day of the two-year term, subject, however, to the right of either party to terminate this Agreement at any time by providing seven (7) business day's written notice of termination to the other party. Adopter is responsible to submit a new application at the end of the Agreement term.

#### Services to be Provided:

\_\_\_\_\_ Remove litter.  
\_\_\_\_\_ Remove graffiti.  
\_\_\_\_\_ Other:



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### **Terms and Conditions of Agreement**

**On behalf of the Adopter, the designated contact person or group leader agrees to the following duties, responsibilities, terms and conditions.**

- Notify the Department of Parks and Recreation (DPR) Volunteer Coordinator via email at least one month prior to a volunteer event of the approximate number of volunteers expected at the volunteer event.
- Notify DPR of any changes in the contact information or if a new contact person assumes responsibility for the Adopter.
- Provide DPR with completed signed Assumption of Risk, Release of Liability and Indemnification Agreement forms for all participant volunteers individually executed by each participant or guardian/parent two (2) days prior to the event date. See EXHIBIT A. An Assumption of Risk, Release of Liability and Indemnification Agreement form must be signed by a parent/guardian for every youth volunteer under 18 years of age.
- Provide DPR with a completed Sign in Sheet for each volunteer event two (2) days after the event. See EXHIBIT B.
- Provide adequate adult supervision of all youth participants at a ratio of no less than one adult supervisor for every five (5) or fewer youth participants.
- Discuss with and ensure compliance by the volunteers of the Volunteer Safety Procedures. See EXHIBIT C.
- Provide proper supervision and safety training of volunteers by an authorized agent of the organization.
- Ensure volunteers are aware of any potential safety problems.
- All work must be performed during daylight hours.
- Ensure volunteers understand that there is no salary or other compensation, or prizes of any kind to be provided by the DPR for services provided as a volunteer.
- During volunteer event, maintain all adequate traffic controls and take necessary safety precautions for the volunteer event and all volunteers involved.
- Coordinate required supplies and materials with DPR during regular business hours for litter and graffiti removal activities. Retain any unused or reusable supplies and materials for next volunteer event.
- Place filled trash bags next to DPR's trash cans at designated locations within the adopted area for pick up and disposal by the City.



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- Comply with all applicable Federal, State, and City laws, and Department policies.
- At any time, the City has the right to inspect how volunteer events are carried out. If the City determines the actions in the volunteer event need to be changed, the City has the right to inform the Adopter of the problem and corrective actions should be taken immediately. If Adopter does not comply, the City may in its discretion terminate the Agreement.
- Provide a first-aid kit and adequate drinking water for its volunteers.
- Report to DPR any injury incurred by any participant or non-participant which occurred during the volunteer event. The injury will be reported within two working days of the incident and shall include:
  - a. The name of the injured person.
  - b. The time and date of the incident.
  - c. The nature of the injury.
  - d. Details of the incident.
  - e. The name of any hospital or clinic attended.

### **The City agrees to the following Terms and Conditions:**

- Provide the Adopter with supplies and materials including paint, trash bags, gloves and containers for sharp objects necessary to remove or cover graffiti, collect litter and clean up designated area. Supplies and materials shall be used only when providing services in accordance with this Agreement.
- Provide safety presentations and documents regarding general safety procedures and proper methods of performing the work.
- Upon request by the Adopter, provide commemorative certificates recognizing individual or group efforts to care for the park.

### **Food/Refreshments:**

The Adopter may choose to provide refreshments to its volunteers.

### **Use of Adopted Area:**

Adopter's use and access to the adopted area is solely for maintenance purposes only in accordance with this Agreement; and not for personal use or privilege of the Adopter. Adopter shall not have exclusive use of the adopted area. Adopter shall not conduct any project or activity in the adopted area without the prior written consent of DPR. Adopter shall not subcontract or assign its duties or responsibilities to any other individual, group or entity.



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### **Damage:**

The City shall not be responsible for any damage or loss, including, but not limited to personal injury or death, caused by or arising out of or from Adopter's exercise of the rights granted by this Agreement and not caused by the negligence or willful misconduct of the City.

### **Indemnification:**

Adopter agrees to completely release, discharge, indemnify, and forever hold harmless and defend the City, its elected and appointed officers, directors, agents, employees, representatives, successors and assigns against loss or liability from any and all claims or demands for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, arising out of any incident related to the adoption of the park by Adopter, due to the negligence of Adopter, or arising or growing out of activities performed by Adopter and its volunteers under this Agreement.

Adopter shall submit a signed Assumption of Risk, Release of Liability and Indemnification Agreement for each volunteer.

### **Inspection:**

In consideration of the volunteer event, Adopter shall examine the property and determine prior to using the adopted area that pursuant to its inspection of the adopted area, to the best of the Adopter's knowledge there is no significant risk or liability to the Adopter to use the adopted area for the volunteer event and has deemed the adopted area to be in a safe condition for the volunteer event. Adopter shall immediately notify the City of any hazardous items or condition in the adopted area upon notice of the hazardous item or condition.

### **Reservation of Rights:**

DPR reserves the right to approve or declare a Park area ineligible for adoption.

DPR reserves the right to reject an application[s] from any adopter whose participation in the Adopt-A-Park program was previously terminated by DPR.

### **Termination of Agreement:**

Either party may terminate this Agreement at any time within their sole discretion upon seven (7) business day's written notice to the other party.



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### Authority to Sign:

Each person signing this Agreement on behalf of an entity represents and warrants that he or she is fully authorized to execute this Agreement on behalf of the entity on which behalf such individual has sign this Agreement, and that by signing this Agreement such entity shall be bound by terms contained in this Agreement.

The undersigned certifies that he/she has read, reviewed and understands the terms of this Agreement and is authorized to sign on behalf of the Adopter.

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Organization Name/Individual

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Membership Size

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Print Name of Primary Contact

---

Work Phone

---

Address

---

Cell Phone

---

City, Zip Code

---

Email address

---

Signature of Primary Contact

---

Date

---

Print Name of Secondary Contact

---

Work Phone

---

Address

---

Cell Phone

---

City, Zip Code

---

Email address

---

Signature of Secondary Contact

---

Date

### Enclosures:

- EXHIBIT A-Assumption of Risk, Release Form of Liability and Indemnification Agreement
- EXHIBIT B-Sign in Sheet
- EXHIBIT C-Volunteer Safety Procedures
- Park Map, Park Pictures



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### CITY USE ONLY

\_\_\_\_\_  
Agreement Number

\_\_\_\_\_  
Signature of DPR Volunteer Coordinator

\_\_\_\_\_  
Date

Approved as to Form and Legality:

\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
Date